



**CITY OF LODI  
COUNCIL COMMUNICATION**

**AGENDA TITLE:** Approve Employee Assistance Program Agreement with the Employee Assistance Program of San Joaquin County (Options) (\$11,280 annually) (HR)

**MEETING DATE:** February 16<sup>th</sup>, 2005

**PREPARED BY** Joanne Narloch, Human Resources Director

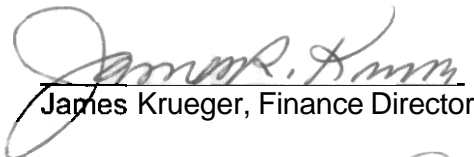
**RECOMMENDED ACTION:** That City Council adopt the attached resolution authorizing the City Manager to execute the service agreement with the Employee Assistance Program of San Joaquin County (Options) for employee counseling services for the period March 1, 2005 through February 28, 2007.

**BACKGROUND INFORMATION:** The City of Lodi has provided an employee assistance program (EAP) to its employees since 1993. We currently contract with Options to provide these services. Options provides employees and their family members confidential and professional assistance to assess and resolve problems affecting their personal lives and/or job performance.

In the attached agreement, Options proposes continuing services it presently provides at a price of \$11,280 annually (\$940/month) for two years. This represents an increase of 4.4% over the current rates - rates which have wavered little from the \$900/month level for several years. It is imperative that the City have an EAP in place. Procedures associated with the City of Lodi's Drug and Alcohol Testing, and Drug Free Workplace policies require that an EAP exist. When difficult personnel problems arise, it is important for the City to demonstrate it has done its best to provide a mechanism for employees to obtain the help they need. Obviously, it is also beneficial for the employee to receive truly valuable assistance that can set them back on the path to being productive employees.

Staff recommends the renewal of the agreement with the Employee Assistance Program of San Joaquin County (Options) for employee counseling services.

**FUNDING:** Benefits fund 270201.8050,

  
James Krueger, Finance Director

  
Joanne M. Narloch  
Human Resources Director

Cc: City Attorney

**APPROVED:**   
Blair King, City Manager

## **EMPLOYEE ASSISTANCE PROGRAM AGREEMENT**

**THIS AGREEMENT**, made and entered into this **1st day of March 2005**, in the State of California, by and between the **EMPLOYEE ASSISTANCE PROGRAM OF SAN JOAQUIN COUNTY**, hereinafter referred to as **“OPTIONS”**, and **THE CITY OF LODI**, herein referred to as **”THE CITY”**.

### **W I T N E S S E T H**

That the parties, for and in consideration of the covenants, conditions, agreements, and stipulations hereinafter expressed, hereby agree **as** follows:

1. **Scope: “Options”** shall provide assessment, referral, follow-up of one (1) to three (3) sessions for **“THE CITY”** employees and their family members within a six month period. Exclusions to the session limitation are for: acute emergency situations, consultation ~~after~~ referral for motivating re-referral or a supervisory referral. Counseling beyond the three (3) sessions will be the responsibility of the employees and/or their insurance programs. **“OPTIONS”** shall provide mechanisms to help make those fees more affordable to the employees. **“OPTIONS”** shall provide services in the area of management training and employee program orientation.

Routine office hours will be Monday through Friday, from 8:00 a.m. to 5:00 p.m..  
**“OPTIONS”** will work with employees to provide counseling at hours and on days that are convenient to each employee. **“OPTIONS”** will provide 24-hour answering and emergency response service including weekend coverage.

2. Provider Services: For employees requiring extended services, “OPTIONS” shall refer them to licensed therapists. “OPTIONS” will work with existing insurance programs to provide minimum costs to employees. All preferred providers are licensed, have established practices for a minimum of three (3) years and maintain professional liability insurance.

3. Self-Referral: Employees and their dependents may contact “OPTIONS” upon individual discretion and needs. “OPTIONS” shall provide services as detailed in the scope of this agreement. “OPTIONS” shall insure confidentiality. Information contained in “OPTIONS” Employee Assistance Program files will not be released or disclosed without the client’s authorization. Exceptions are threats of bodily harm, child abuse and court orders, which are required by law.

4. Supervisory Referral: Supervisors may encourage the use of “OPTIONS” when a performance problem occurs. If the supervisor and the employee mutually agree to utilize “OPTIONS” the supervisor shall contact “OPTIONS”, and provide information relative to job performance deterioration. Information released to the supervisor shall be limited to attendance and the follow-up information, to insure confidentiality.

5. Orientation and Program Introduction: “OPTIONS” staff will meet with the appropriate representatives of “THE CITY” in a timely basis to learn its functions, organization and style. “OPTIONS” will provide orientation to employees and training to supervisors about the availability and services of the “OPTIONS” program. This will

be accomplished ~~through~~ training sessions, promotional material and individual consultation. "OPTIONS" will provide "THE CITY" two-hour management training sessions on an ongoing basis. In addition to training, "OPTIONS" will provide twelve (12) hours of seminars per year to "THE CITY" staff, at no additional cost from the annual rate.

6. Program Evaluation/Confidentiality: "OPTIONS" shall provide the designated representative with quarterly and annual reports reflecting the utilization rate. Such information shall include department, number of employees and dependents, type of visit, referral sources used and training provided ~~within~~ that time frame.

"OPTIONS" will give a confidential evaluation form to all, "THE CITY" employees utilizing the program to ensure quality service.

7. Compensation: The maximum compensation pursuant to this Agreement shall not exceed Twenty Two Thousand Five Hundred ~~Sixty~~ Dollars and 00/100 (\$22,560.00). Said sum shall be deemed payable in twenty-four (24) equal payments of Nine Hundred ~~Forty~~ Dollars \$940.00 beginning March 1, 2005. ~~This~~ rate of compensation will **be in effect for the duration of the Agreement and is based** on the average number of employees during the past twelve **(12)** months. Temporary employees will also be covered under this benefit.

8. Term: ~~This~~ Agreement shall be effective from March **1, 2005**, through February **28, 2007**, ~~unless terminated as~~ set forth in Paragraph 10.

9. Renewal: ~~This~~ Agreement may be renewed at a mutually agreeable price to be negotiated by "THE CITY" and "OPTIONS".

9. **Renewal:** This Agreement may be renewed at a mutually agreeable price to be negotiated by “THE CITY” and “OPTIONS”.

10. **Termination:** This Agreement may be terminated by either party hereto upon thirty (30) days prior written notice.

**IN WITNESS WHEREOF**, the parties hereto, by their duly-authorized representatives, have affixed their hands on the date and year first above written.

By: \_\_\_\_\_  
**BRUCE HOPPERSTAD**  
**DIRECTOR**  
Behavioral Health Services

By: \_\_\_\_\_  
**BLAIR KING, City Manager**  
**City of Lodi**  
Hereinabove Referred to as  
“The City”

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

**TERRENCE R DERMODY,**  
County Counsel

**STEVE SCHWABAUER**  
City Attorney

By: \_\_\_\_\_  
Assistant County Counsel

By: \_\_\_\_\_  
City Attorney

Susan J. Blackston  
City Clerk

By: \_\_\_\_\_  
City Clerk

RESOLUTION NO. 2005-34

A RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING AGREEMENT WITH EMPLOYEE  
ASSISTANCE PROGRAM OF SAN JOAQUIN COUNTY  
(OPTIONS) FOR EMPLOYEE ASSISTANCE PROGRAM

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an agreement with Employee Assistance Program of San Joaquin County (Options) for employee counseling services for the period March 1, 2005 through February 28, 2007; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the agreement on behalf of the City of Lodi.

Dated: February 16, 2005

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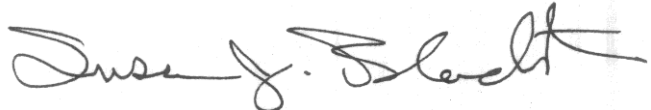
I hereby certify that Resolution No. 2005-34 was passed and adopted by the City Council of the City of Lodi in a regular meeting held February 16, 2005, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Hitchcock, Johnson, Mounce,  
and Mayor Beckman

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None



SUSAN J. BLACKSTON  
City Clerk